

**IN THE UNITED STATE DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: EQUIFAX INC.
CUSTOMER DATA SECURITY
BREACH LITIGATION

MDL Docket No. 2800
No. 1:17-md-2800-TWT

CONSUMER CASES

Chief Judge Thomas W. Thrash, Jr.

DECLARATION OF KEVIN H. SHARP

I, Kevin H. Sharp, hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct to the best of my information, knowledge, and belief:

1. I am Co-Vice Chairman and equity partner of the law firm of Sanford Heisler Sharp, LLP (“SHS” or “Plaintiff”).

2. SHS served as co-counsel in *In re Equifax, Inc. Customer Data Breach Litigation*, 1:17-md-02800 (N.D. Ga.). At all relevant times, I led SHS’s efforts in this matter, which were primarily conducted and/or managed out of the firm’s office in Nashville, Tennessee.

3. The law firms of Stueve Siegel Hanson LLP, Dicello Levitt Gutzler LLC, and Doffermyre Shields Canfield & Knowles, LLC (“Defendants”), were appointed Consumer Plaintiffs’ Co-Lead Counsel in the *Equifax* matter.

4. On January 13, 2020, the Court granted final approval of the *Equifax* consumer class settlement and awarded a total attorneys’ fee of \$77.5 million, plus an additional \$1,404,855.35 in expenses. The Court did not address the division of the fee among MDL plaintiff’s counsel or indicate its intent to do so.

5. On or about February 8, 2022, Defendants contacted SHS to inform the firm that all appeals had been disposed of, the case had reached final resolution, and the settlement funds were being distributed. They asked SHS to provide wiring instructions so that they could transmit its share of fees and costs. Thereafter, Defendants informed SHS of its designated portion of the fee and cost award—including a fee of \$106,274.

6. Defendants informed SHS that it received the largest allocation of any of the non-leadership firms. This representation indicates that Defendants and the other members of the court-appointed Leadership group claimed nearly all of the total \$77.5 million fee awarded to all plaintiffs’ counsel by the *Equifax* court for themselves, leaving a tiny fraction of the fee to be divided among the 46 non-Leadership firms who worked on the case.

7. Until Defendants' communications in February 2022 and thereafter, SHS lacked any concrete information as to what its actual fee would be. In particular, the \$77.5 million fee award was several times the last lodestar submitted to the Court in late 2019. Further, Defendants assured SHS and other firms that their shares of the fee would not be based on lodestar alone; instead, the apportionment determination would likely utilize a standardized rate structure and would be based on a variety of factors reflecting the value that each firm contributed to the successful result. Well into 2022, it remained to be seen how the overall sum would be distributed and SHS could not have predicted what its share would be. The amount that Defendants would apportion to SHS was a total mystery.

8. After Defendants informed SHS of its allocation, SHS objected to this determination in light of its lodestar, substantial contributions and value added to the case, and lack of proportionality between SHS's fee and the overall fee award of \$77.5 million. Follow-up discussions over a course of several months yielded no movement; Defendants refused to make any adjustments or negotiate the amount of SHS's fee.

9. Until Defendants conclusively determined SHS's final share of the fee award and conveyed that amount to SHS after February 8, 2022, SHS reasonably believed that Defendants would honor their obligations and provide it with a fair and equitable share of the overall fee award. SHS did not suffer any certain or specific injury

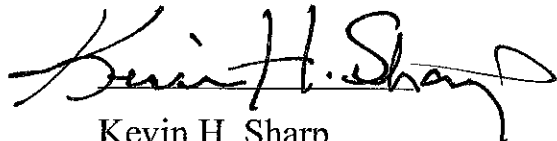
or harm until Defendants set SHS's share of the fee award, notified SHS of that amount, and refused to consider SHS's reasons for why an adjustment was warranted.

10. On February 6, 2023, SHS filed suit against Defendants in the Chancery Court of Davidson County, Tennessee. SHS alleges that Defendants violated Tennessee law by applying vastly disparate standards and methods to themselves and to SHS in dividing the \$77.5 million attorneys' fee award. SHS brings Tennessee common law claims against Defendants for (i) breach of fiduciary duty, (ii) breach of contract/breach of the covenant of good faith and fair dealing, (iii) quantum meruit, and (iv) unjust enrichment.

I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

FURTHER DECLARANT SAYETH NAUGHT.

Executed on March 6, 2023.


Kevin H. Sharp

CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically filed a true and correct copy of the foregoing with the Clerk of Court using the CM/ECF filing system, which will automatically send e-mail notification of such filing to all counsel of record.

This 6th day of March, 2023.

/s/ Halsey G. Knapp, Jr.

Halsey G. Knapp, Jr.

Georgia Bar No. 425320

Counsel for Sanford Heisler Sharp